

# MEMORANDUM OF AGREEMENT

BETWEEN

THE DEPARTMENT OF DEFENSE  
OF THE UNITED STATES OF AMERICA

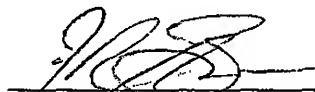
AND

THE MINISTRY OF DEFENCE  
OF THE REPUBLIC OF SINGAPORE

FOR

RESEARCH, DEVELOPMENT, TESTING, AND EVALUATION PROJECTS

Certified to be a true Copy

A handwritten signature in dark ink, appearing to read 'F. Beer', is written over a horizontal line.

Fred Beer, Navy IPO-01C  
Director, International Agreements Division

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## PREAMBLE

The Department of Defense of the United States of America (U.S. DoD) and the Ministry of Defence of the Republic of Singapore (MINDEF), hereinafter referred to as the "Parties":

Having a common interest in defense;

Recognizing the benefits to be obtained from standardization, rationalization, and interoperability of military equipment;

Seeking to make the best use of their respective research and technology development capacities, eliminate unnecessary duplication of work, encourage interoperability, and obtain the most efficient and cost effective results through cooperation in Research, Development, Test, and Evaluation Projects;

Desiring to improve their respective conventional defense capabilities through the application of emerging technology;

Acknowledging that this Memorandum of Agreement between the Department of Defense of the United States of America and the Ministry of Defence of the Republic of Singapore for Research, Development, Test, and Evaluation Projects (Agreement) does not supersede the 1998 Technology Research and Development Projects (TRDP) Agreement or any of its Project Agreements (PAs);

Have agreed as follows:

## ARTICLE I

### DEFINITIONS

For the purposes of this Agreement and any of its specific PAs, the following definitions shall apply:

Classified Information	Official information that requires protection in the interests of national security and is so designated by the application of a security classification marking. It may be in oral, visual, magnetic, or documentary form, or in the form of equipment or technology.
Contract	Any mutually binding legal relationship under national law that obligates a Contractor to furnish supplies or services, and obligates one or both of the Parties to pay for them.
Contracting	The obtaining of supplies or services by Contract from sources outside the government organizations of the Parties. Contracting includes description (but not determination) of supplies and services required, solicitation and selection of sources, preparation and award of Contracts, and all phases of Contract administration.
Contracting Agency	The entity within the government organization of a Party that has authority to enter into, administer, and/or terminate Contracts.
Contracting Officer	A person representing a Contracting Agency of a Party who has the authority to enter into, administer, and/or terminate Contracts.
Contractor	Any entity awarded a Contract by a Party's Contracting Agency.
Controlled Unclassified Information	Unclassified information to which access or distribution limitations have been applied in accordance with applicable national laws or regulations. Whether the information is provided or generated under this Agreement, the information shall be marked to identify its "in confidence" nature. It could include information that has been declassified, but remains controlled.
Cooperative Project Personnel (CPP)	Military members or civilian employees of a Party assigned to the joint program office or the other Party's facilities who perform managerial, engineering, technical, administrative, Contracting, logistics, financial, planning, or other functions in furtherance of a Project Agreement.

Defense Purposes	Manufacture or other use in any part of the world by or for the armed forces of any Party.
Designated Security Authority (DSA)	The security office approved by national authorities to be responsible for the security aspects of this Agreement.
Financial Costs	PA costs met with monetary contributions.
Non-Financial Costs	PA costs met with non-monetary contributions.
Patent	Legal protection of the right to exclude others from making, using, or selling an invention. The term refers to any and all patents including, but not limited to, patents of implementation, improvement, or addition, petty patents, utility models, appearance design Patents, registered designs, and inventor certificates or like statutory protections as well as divisions, reissues, continuations, renewals, and extensions of any of these.
Project Agreement (PA)	An implementing agreement, added after the Agreement has been in force, that specifically details the terms of collaboration on a specific project.
Project Equipment	Any material, equipment, end item, subsystem, component, Special Tooling or test equipment jointly acquired or provided for use in the performance of a Project.
Project Background Information	Information not generated in the performance of a specific PA.
Project Foreground Information	Information generated in the performance of a specific PA.
Project Information	Any information provided to, generated in, or used in the performance of a PA regardless of form or type, including, but not limited to, that of a scientific, technical, business, or financial nature, and also including photographs, reports, manuals, threat data, experimental data, test data, designs, specifications, processes, techniques, inventions, drawings, technical writings, sound recordings, pictorial representations, and other graphical presentations, whether in magnetic tape, computer memory, or any other form and whether or not subject to copyright, Patent, or other legal protection.

**Project Invention**

Any invention or discovery formulated or made (conceived or first actually reduced to practice) in the course of work performed under a PA. The term "first actually reduced to practice" means the first demonstration sufficient to establish to one skilled in the art to which the invention pertains, of the operability of an invention for its intended purpose and in its intended environment.

**Third Party**

A government other than the government of a Party and any person or other entity whose government is not the government of a Party.

## ARTICLE II

### OBJECTIVES

2.1. The objective of this Agreement is to define and establish the general terms and conditions which shall apply to the initiation, conduct, and management of projects detailed in separate Project Agreements (PAs) between representatives authorized in accordance with national procedures of the Parties. These PAs shall be entered into pursuant to this Agreement and shall incorporate by reference the terms of this Agreement.

2.2. Detailed terms and conditions of each individual PA shall be consistent with this Agreement. Each PA shall include specific provisions concerning the objectives, scope of work, sharing of work, management structure, financial arrangements and classification for the applicable PA in accordance with the format set forth in Annex A, to the extent practical.

## ARTICLE III

### SCOPE OF WORK

3.1. The scope of work for this Agreement shall encompass collaboration in research, development, testing, and evaluation potentially leading to new or improved military capability. PAs may encompass one or more of the following activities: basic research, applied research, advanced technology development, concept of operation studies and analysis, advanced concept technology demonstrations, system prototypes, system development and demonstration (engineering and manufacturing development), developmental test and evaluation of system subsystem efforts and evolutionary acquisition/spiral development efforts associated with low rate initial production or production programs.

3.2. Information exchanges specifically and only for the purpose of harmonizing the Parties' requirements for formulating, developing, and negotiating PAs are permitted under this Agreement. If information is exchanged but no PA is signed, or before a PA is signed, the receiving Party shall use such exchanged information only for information and evaluation purposes and shall not disclose or transfer such exchanged information to a Third Party.

3.3. This Agreement does not preclude entering into any other agreement in the area of research and development.



## ARTICLE IV

### MANAGEMENT (ORGANIZATION AND RESPONSIBILITY)

4.1. The Director for International Cooperation, Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics) (or his successor in the event of reorganization) is designated U.S. Agreement Director (U.S. AD). The Deputy Secretary (Technology) (or his/her successor in the event of reorganization) is designated the Singapore Agreement Director (SN AD). The ADs shall be responsible for:

- 4.1.1. monitoring implementation of this Agreement and exercising executive-level oversight;
- 4.1.2. monitoring the overall use and effectiveness of the Agreement;
- 4.1.3. recommending amendments to this Agreement to the Parties;
- 4.1.4. resolving issues brought forth by the Management Agents.

4.2. The appropriate U.S. Service Acquisition Executive or Defense Agency Director, or his/her designee, is designated U.S. Management Agent (U.S. MA) for those projects within his/her respective military service or defense agency. The Chief Executive, Defence Science and Technology Agency (DSTA), or his/her designee, is designated Singapore Management Agent (SN MA). The MAs shall be responsible for:

- 4.2.1. entering into PAs in accordance with this Agreement and national policies and procedures;
- 4.2.2. establishing a management structure for each PA considering its scope and the requirement for a Steering Committee (SC);
- 4.2.3. appointing Project Officers (POs) when deemed necessary, and, as appropriate, SC members;
- 4.2.4. giving administrative direction to appropriate SCs, if established, or POs appointed to their projects;
- 4.2.5. designating a point of contact for exchange of information to harmonize requirements for the development and negotiation of potential PAs, in accordance with paragraph 3.2 of Article III (Scope of Work); and
- 4.2.6. resolving issues brought forth by the SC or, if no SC is established, by the POs.

4.3. If a SC is established under a particular PA, it shall be responsible for:

- 4.3.1. providing policy and management direction to the POs during PA execution;
- 4.3.2. monitoring overall implementation, including technical, cost, and schedule performance against requirements;
- 4.3.3. approving plans for transfers of Project Equipment or disposal of jointly acquired Project Equipment, in accordance with Article VII;
- 4.3.4. resolving issues brought forth by the POs;
- 4.3.5. maintaining oversight of the security aspects of a project;
- 4.3.6. approving assignment of personnel working on a project at the other Party's facilities in accordance with the provisions set out in Appendix (1) to Annex A;
- 4.3.7. appointing a project security officer;
- 4.3.8. establishing the detailed financial procedures of a PA in the event that one Party contracts on behalf of the other Party or on behalf of both Parties; and
- 4.3.9. reporting status and activity of assigned PAs on an annual basis to the MAs and ADs.

4.4. In accordance with the terms of the PA, the POs shall have primary responsibility for effective implementation, efficient management and direction of their assigned PA including technical, cost, and schedule performance against requirements. Additionally, the POs shall have the responsibilities under paragraph 4.3 if no SC is established for their PA, except that the MA shall be responsible for resolving issues brought forth by the POs. The POs shall also maintain a list of all Project Equipment transferred by either of the Parties.

4.5. In accordance with the terms of an approved PA with the provisions set out in Appendix (1) to Annex A of this Agreement attached to the approved PA, a Party may assign Cooperative Project Personnel (CPP) to the joint project office (JPO) or the other Party's facilities to assist in the implementation of an approved PA.

4.6. The MAs, SCs and POs will meet as required, alternatively in the United States and Singapore. The Chairman for each meeting shall be the senior official of the host Party. During such meetings, all decisions will be made unanimously with each Party having one vote. In the event that the Parties are unable to reach a timely decision on an issue, each Party shall refer the issue to its higher authority for resolution. In the meantime, the approved PA shall continue to be implemented without interruption under the direction of the POs while the issue is being resolved by higher authority.

ARTICLE V  
FINANCIAL PROVISIONS

5.1. Each Party shall contribute its equitable share of the full Financial and Non-financial Costs of each PA, including overhead costs, administrative costs and cost of claims, and shall receive an equitable share of the results of each PA.

5.2. The financial and non-financial arrangements for a PA, including the total cost of the PA and each Party's share of the total cost, shall be included in the PA.

5.3. For each PA, the POs will be responsible for establishing the detailed financial management procedures under which the project will operate. Where necessary, these procedures will be detailed in a financial management procedures document (FMPD) proposed by the POs and subject to the approval of the SC, if one is established.

5.4. Both Parties shall perform, or have performed, their tasks and shall use their best efforts to perform the tasks within the cost estimates specified in each PA. Both Parties shall bear the full costs they incur for performing, managing, and administering their own activities under this Agreement and participation in each PA, including their share of the costs of any Contracts under paragraph 5.10.

5.5. The following costs shall be borne entirely by the Party incurring the costs or on whose behalf the costs are incurred:

5.5.1. costs associated with any unique national requirements identified by a Party; and

5.5.2. any other costs not expressly stated as shared costs or any other costs outside the scope of this Agreement and its PAs.

5.6. For PAs with shared costs that involve the establishment of a JPO with CPP assignments to the other Party's facilities or the JPO, the PA shall address the financial and non-financial contributions required for JPO administration and associated support services including, but not limited to, JPO costs of travel incurred in support of project efforts, JPO training costs, Contract award, Contract administration, office space, security services, information technology services, communications services, and supplies.

5.7. In addition to the shared costs of JPO administration and associated support services costs described in paragraph 5.6, the cost of CPP in the JPO or assigned to the other Party's facilities shall be borne as follows:

5.7.1. The host Party shall bear the costs of all pay and allowances of Host Party personnel in the JPO.

5.7.2. The parent Party shall bear the following CPP-related costs:

- 5.7.2.1. All pay and allowances (including accommodations and expenses).
- 5.7.2.2. Transportation of the CPP, the CPP's dependents, and their personal property to the place of assignment in the host Party's nation prior to the CPP's commencement of a tour of duty in the JPO or field activity, and return transportation of the foregoing from the place of assignment in the host Party's nation upon completion or termination of the tour of duty.
- 5.7.2.3. Compensation for loss of, or damage to, the personal property of CPP or the CPP's dependents, subject to the parent Party's laws and regulations.
- 5.7.2.4. Preparation and shipment of remains and funeral expenses in the event of the death of the CPP or the CPP's dependents.

5.8. For PAs without shared costs that involve the assignment of one Party's CPP to the facilities of the other Party, the Parties shall bear the costs as set forth in 5.7. except that the host Party shall also bear the assignment-related administrative and support costs such as office space, security services, information technology services, communications services, and supplies. The parent Party will bear the cost of CPP travel incurred in support of a PA and CPP-related training.

5.9. A Party shall promptly notify the other Party if available funds will not be adequate to fulfill its obligations as agreed under a PA, or if it appears that the cost estimates in a PA will be exceeded, and both Parties shall immediately consult with a view toward continuation on a modified basis.

5.10. If one Party contracts on behalf of the other Party or on behalf of both Parties, each Party shall make funds available in the amounts and at the times set forth in the estimated schedule for monetary contributions, as specified in the FMPD.

5.11. The Parties recognize that, in performing Contracting responsibilities on behalf of the other Party, it may become necessary for the Contracting Party to incur contractual or other obligations for the benefit of the other Party prior to the receipt of the other Party's funds. In such event, the other Party shall make such funds available in such amounts and at such times as required by the Contract or other obligation and shall pay any damages and costs that may accrue from the performance or cancellation of the Contract or other obligation in advance of the time such payments, damages, or costs are due.

5.12. Each Party shall be responsible for the audit of its activities or its Contractors' activities pursuant to a PA. A Party's audits will be in accordance with its own national practices and the FMPD. For PA efforts where funds are transferred between the Parties, the receiving Party shall be responsible for the internal audit regarding administration of the other Party's funds in accordance

with the receiving Party's national practices. The receiving Party shall promptly make audit reports of such funds available to the other Party.